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ABSTRACT

The collective bargaining agreement between the University of Nebraska Board of Regents and the University of Nebraska Chapter of the American Association of University Professors (AAUP) covering the period July 1, 1985-June 30, 1986 is presented. Items covered in the agreement are: definition of terms; unit recognition and description; academic work environment, services, facilities, and workload; academic freedom and professional responsibility; appointments; performance evaluation; reappointment, promotion, and granting of continuous appointment; termination of a primary appointment; termination for adequate cause; hearing procedure; termination as a result of discontinuance of a program or department; procedures for unit member terminations; recall of terminated unit members; nondiscrimination; personnel files; periodic professional leave; professional leaves without pay; personal leave; disability leave; administrative leave with pay; vacation leave; salary and fringe benefits; salary increases; contract ratification and renegotiation; meetings and conferences; dues deduction; minimum terms; interest succession; grievance procedures; arbitration; separability; management rights; no strike, no lockout. Included is an AAUP unit grievance form. (SW)

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ED277307

COLLECTIVE BARGAINING AGREEMENT

between

The Board of Regents of the

University of Nebraska

and the

University of Nebraska at Omaha Chapter

American Association of University Professors

★ ★ ★

for the period

July 1, 1985 through June 30, 1986

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PREAMBLE

The variety and complexity of the various missions of the University of Nebraska at Omaha (hereinafter referred to as the "University") produces an interdependence among the Board of Regents, administrators, faculty, students, and staff in academic matters. This academic community and its members are committed to promoting the quality and effectiveness of all programs at the University, as well as maintaining high standards of excellence in all phases of instruction, research, and service.

It is recognized by all parties that academic matters are appropriately addressed through a strong system of shared governance which includes consultation with faculty when consideration is given to the (a) role and mission of the University, (b) academic goals and objectives, and (c) general policies designed to facilitate the achievement of the academic goals and objectives. Shared governance also requires departments and colleges to have involvement in the (a) recruitment, selection, and retention of faculty and administrators; (b) development of high-quality programs and courses; and (c) other matters affecting the achievement of the academic goals and objectives.

The Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Omaha Chapter of the American Association of University Professors (hereinafter referred to as the "UNO AAUP") jointly support the continued maintenance of shared governance at the University of Nebraska at Omaha, including the continuation of an independent Faculty Senate, with its own constitution and rules of procedure and composed of freely-elected representatives from the several faculties.

In jointly supporting the continued maintenance of shared governance as described herein, the Parties recognize that the term "faculty" is not limited specifically to the Bargaining Unit as defined in Article 1, or to the UNO AAUP as the certified bargaining agent thereof. Rather, such reference is to the general faculty of the University, and the Faculty Senate, which is the faculty governing agency.

The Board and the UNO AAUP agree that the principles set forth in this Preamble should guide the interpretation of their continuing relationship. No grievance under this Agreement shall be based on this Preamble.

AGREEMENT

THIS AGREEMENT entered into this twenty-second day of February, 1986, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA and THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF NEBRASKA AT OMAHA CHAPTER,

WITNESSETH: Bernard Kolasa

Bernard Kolasa
President
University of Nebraska at Omaha Chapter
American Association of University Professors

WITNESSETH: Robert R Koefoot MD

Robert Koefoot
Chairman
Board of Regents
University of Nebraska

William F. Swanson
Corporation Secretary
Board of Regents
University of Nebraska

ARTICLE 1

DEFINITIONS OF TERMS

Academic Year: That nine (9)-month period beginning seven (7) days before the first day of classes for the Fall Term.

Administration (Administrator): The Chancellor of the University of Nebraska at Omaha, or person(s) exercising authority delegated by the Chancellor.

Auxiliary Appointment: An appointment held by a Unit Member which is other than a Primary Appointment.

Bargaining Unit (Unit): Collectively, the persons meeting the conditions of the "Recognition and Description of the Bargaining Unit" Article of this Agreement.

Board of Regents (Board): The governing body of the University of Nebraska.

Chairperson: A Unit Member charged with the coordination of the activities of a department of the University of Nebraska at Omaha.

Chancellor: The chief executive officer of the University of Nebraska at Omaha who is also a Vice-President of the University and who reports through the President of the University to the Board of Regents.

College: An administrative unit of the University of Nebraska at Omaha supervised by a Dean or the Director of University Library.

Dean: The officer primarily charged with the administration of the College; includes the Director of University Library.

Department: An academic administrative unit within a College, including Centers, Programs, and Schools whose chairperson, director or coordinator reports directly to a Dean.

Dependents: Persons who are dependents under the Internal Revenue Code and regulations promulgated thereunder.

Fiscal Year (Full Year): A twelve-month period; the fiscal year of the University of Nebraska at Omaha, namely July 1 through the ensuing June 30.

Primary Appointment: A Special Appointment, Appointment for a Specific Term, or a Continuous Appointment when held by a member of the Bargaining Unit.

Program: An identifiable degree objective (major or specialization) cited in the official undergraduate and graduate catalogs of the University of Nebraska at Omaha.

Reappointment: Renewal of a Unit Member's Specific Term or Special Appointment.

Unit Member (Member): A Person meeting the conditions of the Recognition and Description of the Bargaining Unit Article of this Agreement.

University (UNO): Refers to that major administrative unit of the University of Nebraska which is described by Nebraska Revised Statute Section 85-102.01 (Reissue 1981) as the University of Nebraska at Omaha; and, where used in this Agreement, the term "University" shall mean the University of Nebraska at Omaha.

University of Nebraska at Omaha Chapter, American Association of University Professors (UNO AAUP): The certified collective bargaining agent for the Bargaining Unit provided for in the Recognition and Description of the Bargaining Unit Article of this Agreement.

Universitywide Fringe Benefit Program: The group of benefit plans, administered by the University of Nebraska Central Administration, which is available to eligible employees on all campuses of the University of Nebraska System, including the University of Nebraska at Omaha.

Vice Chancellor for Academic Affairs (VCAA or Vice Chancellor): The executive officer for the Chancellor in all academic matters throughout the University of Nebraska at Omaha.

ARTICLE 2

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

2.1 RECOGNITION AND DESCRIPTION

The Board recognizes the UNO AAUP as the exclusive agent for the purpose of negotiating with the Board concerning salaries, fringe benefits, and terms and conditions of employment, to the extent required by law, for personnel meeting the following general description:

All full time (1.0 FTE) Academic-Administrative personnel, of the University of Nebraska at Omaha whose Primary Appointment is in one or more of those academic units (now referred to as Colleges, including the University Library) reporting to the office of the Vice Chancellor for Academic Affairs; and whose appointment has been approved by the Board. New Academic-Administrative appointees fitting the above description shall be added to the Bargaining Unit, including personnel in any newly created academic unit(s) who share a community of interest with the Bargaining Unit. The Bargaining Unit shall include those job titles now in common usage among academic units at UNO; namely, Assistant Instructor, Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, Research Fellow, Senior Research Associate, Research Associate, Community Service Associate, Coordinator, Counselor, Librarian (all specialties), including all academic personnel holding Auxiliary Appointments as defined in this Agreement.

Unit Members holding Special Appointments which expire at the end of an academic year and who are reappointed for the succeeding academic year will be deemed to be continuing Unit Members represented by the UNO AAUP.

The Bargaining Unit shall also include the University Division counselors who hold faculty rank.

2.2 EXCLUSIONS FROM THE BARGAINING UNIT

The Bargaining Unit shall exclude Deans, Acting or Interim Deans, Associate Deans, Assistant Deans, the Director of University Library, Vice Chancellors, the Chancellor, any person with a Primary or Auxiliary Appointment for salary reporting to the Director of Intercollegiate Athletics, and any persons whose Primary Appointment is one of the following:

Placement Counselors.	Placement Services
Director.	University Relations
Director of Intramurals . . .	Campus Recreation
Coordinator	Improvement of Instruction

General Manager	KVNO Radio
Director.	Institutional Research
Assistant Director.	University Library
Coordinator	Continuing Education and Short-Term Training
Counselor	A & S Dean's Office
Ombudsman	Chancellor's Office

2.3 BARGAINING UNIT ALTERATION

The Board shall not alter the Bargaining Unit by a change in job title when there has been no substantive change in the nature of the duties and responsibilities assigned to Unit Members performing the job. If the Board proposes to change any existing job title or description, or to create new job titles covering work now being performed by the members of the Bargaining Unit, the Administration shall notify the UNO AAUP of such proposed action and meet upon request to discuss the impact of the proposed changes on the composition of the Unit. If the Board proposes to change or reorganize any academic unit at UNO in any manner which would alter the Bargaining Unit as described in Section 2.1, the Board will notify the UNO AAUP of the proposal and will meet upon request with the UNO AAUP to discuss the impact of the proposed action on the composition of the Unit.

With respect to Section 2.3, notwithstanding anything herein to the contrary, neither party waives the right of recourse to the Commission of Industrial Relations.

ARTICLE 3

TERMS AND CONDITIONS OF EMPLOYMENT

3.1 ACADEMIC WORK ENVIRONMENT, SERVICES, FACILITIES, AND WORKLOAD

3.1.1 Work Environment:

The Board shall provide, for each Unit Member, the following facilities for use in fulfilling his/her assigned duties and responsibilities.

3.1.1.1 Offices, Office Facilities, and Office Furnishings:

a. Office space
b. Access to a telephone with both local and long-distance capability
c. Access to either a typewriter or a microcomputer with a printer, and/or computer terminal with a printer.
d. An office desk and an office desk chair
e. Wastebasket
f. File cabinet (at least 4-drawers)
g. A bookcase

3.1.2 General Support Services and Facilities:

3.1.2.1 Library Facilities:

Unit Members shall be entitled to the use of all University of Nebraska libraries, including interlibrary loan and computer search services, as provided on June 30, 1983.

3.1.2.2 Postal Service:

Unit Members shall be entitled to U.S. Mail service, including postage, for use when the Unit Member is conducting business in the course of fulfilling his/her University assigned duties and responsibilities.

3.1.2.3 Parking:

The Board shall continue to make available to Unit Members unreserved vehicle parking privileges on the same basis as for all other full-time University employees.

3.1.2.4 Travel:

a. Unit Members are encouraged to and may, with the appropriate administrative approval, attend professional meetings, workshops, seminars, or other scholarly and professional activities. Subject to the availability of funds and prior administrative approval, all or part of the Unit Member's expenses incurred in connection with attendance at approved meetings may be reimbursed in accordance with applicable provisions of state law or regulation and Board policy.

b. Unit Members shall be reimbursed at the then-current rate for state travel reimbursement for travel required by regularly assigned teaching or committee meetings at any facility except the campus of primary assignment. Mileage shall be calculated from the campus of primary assignment to the classroom or committee facility.

c. Unit Members assigned to transport or entertain visiting speakers, job candidates, scholars, or performers shall be reimbursed the then-current state reimbursement rate for travel and other authorized expenses. Reimbursement shall be in accordance with applicable provisions of state law or regulation and Board policy.

3.1.3 Workloads and Professional Obligations of Unit Members:

All Unit Members shall be assigned, after appropriate consultation, duties and responsibilities which may consist of one or more of the following activities: instruction, research and creative activity, directing and supervising research, service, departmental coordination, and other assignments as may be deemed reasonable in each instance by the Departmental Chairperson and Dean concerned, within standards approved by the Vice Chancellor. "Appropriate Consultation" as referred to in this paragraph or elsewhere in the agreement, unless specifically noted otherwise, shall not be construed to require agreement by the Unit Member. Consultation, as referred to in this section shall mean (1) providing the Unit Member an opportunity to indicate his/her preferences regarding the assignment, (2) informing the Unit Member in a timely manner of the approved assignment, and (3) permitting the Unit Member to respond.

3.1.3.1 Scheduled Workload for Unit Members in Departments with an Instructional Mission:

a. Unit Members holding academic year appointments and working full time in an instructional department shall be assigned twelve plus or minus one workload hours per semester (twenty-four plus or minus two workload hours per academic year). Unit Members holding twelve-month appointments and working full time, in addition to the workload assignment applicable to the academic year, shall be responsible for six plus or minus one workload hours, which ordinarily will be rendered during the summer session. (The

University Library, Center for Applied Urban Research, and University Division are not classified as instructional units. See Section 3.1.3.4 below).

b. Workload hours equivalencies for instructional, research, service and coordination responsibilities established pursuant to Section 3.1.3.1 of the 1983-85 Agreement shall be utilized in making assignments.

3.1.3.2 Workload Determination for Unit Members in Departments with an Instructional Mission:

The Chairperson shall consult with Unit Members individually, or by means of an elected advisory committee, in proposing specific workloads. In all cases, assignment must be consistent with the equivalencies established according to Section 3.1.3.1 herein. Following approval by the Dean of the College, individual Unit Members and the Vice Chancellor shall be notified of the approved assignments. Notification of approved assignments shall be by means of a standard form developed and distributed by the Vice Chancellor.

3.1.3.3 Office Hours and Student Advisement:

Unit Members in departments with an instructional mission will maintain scheduled office hours each semester and will post the hours they will be available for discussion of assignments and examinations, advisement, and related matters. Each Unit Member will be available at frequent, regular, and scheduled times (other than class times) for student consultation.

3.1.3.4 Workload for Unit Members in the University Library, Center for Applied Urban Research, and University Division:

Unit Members in the University Library, Center for Applied Urban Research, and University Division will fulfill a minimum work week of forty (40) scheduled hours, of which at least thirty-five (35) hours will require each Unit Member to be at assigned work locations. The Chairperson (Coordinator in the case of University Division) shall consult with the Unit Members individually, or where applicable by means of an elected advisory committee, in proposing specific workload assignments.

3.1.3.5 Specific Duties and Responsibilities Related to Sponsored Projects:

Unit Members may be assigned specific duties and responsibilities associated with the fulfillment of the conditions of a contract or grant involving an agency external to UNO. The specific assignment for sponsored-project duties will be made by the Dean and will be consistent with the terms of the contract or grant. No Unit Member is authorized to commit unilaterally any University personnel or resources to any sponsored project.

3.1.3.6 Credit Exchange Option:

Unit Members may be assigned a workload greater than twelve (12) workload hours per semester for the purpose of exercising a Credit Exchange Option. The Credit Exchange Option shall consist of the accumulation of excess workload credit to be exchanged for an equal reduction in workload at a later date. The exercise of this option must conform to the following conditions:

a. The accumulation of credit under this option shall be limited to the teaching of mini-courses (one or two credit hour lecture courses) and team-taught courses involving different departments.

b. The exercise of this option and the workload credit to be considered for its exercise shall be agreed upon in advance of the accumulation of any excess credit. Such agreement shall be in writing and approved by the Unit Member, the department chairperson and the appropriate dean.

c. Unit Members may accumulate excess workload credit only during semesters in which their workload assignments include no more than three (3) workload hours of research and/or service.

d. No more than three (3) workload hours of excess credit may be accumulated in any academic year.

e. The credit exchange must occur within six (6) semesters of the initiation of the agreement cited in (b).

f. No more than three (3) workload hours of excess credit may be exchanged in a single semester.

g. The exchange of excess workload credit may not be combined with voluntary partial appointments.

h. Separation of the Unit Member from the Unit for any reason shall constitute forfeiture of accumulated workload credit.

3.2 ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

The Board and the UNO AAUP recognize and accept the principles of both academic freedom and academic responsibility as established in Sections 4.1 and 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska" (Revision of June 17, 1984).

3.3 APPOINTMENTS

All appointments of Unit Members shall be of two types: (1) Primary Appointments or (2) Auxiliary Appointments. Each Unit Member shall hold one (1) Primary Appointment and may, in addition, hold one or more Auxiliary Appointments.

3.3.1 Primary Appointment Conditions:

Primary Appointments shall be of three types: (1) Special Appointments, (2) Appointments for a Specific Term, and (3) Continuous Appointments. The Primary Appointment of each Unit Member, prior to becoming effective, shall be authorized and approved by the Board or its designee. Each such Primary Appointment shall be recorded in a Personnel Action Form (PAF) which shall specify, when appropriate and among other specified items, the month, day, and year the Primary Appointment shall expire. Primary Appointments shall be subject to termination for cause at any time, subject to the conditions and procedures set forth in Section 3.6 below.

3.3.1.1 Special Appointments:

Special Appointments shall be made in the case of (1) temporary appointments; (2) appointments beyond retirement; (3) appointments to the job titles of Assistant Instructor, Lecturer, Senior Research Fellow, Senior Research Associate, Research Associate, Research Assistant, Senior Community Service Fellow, Senior Community Service Associate, Director of the Center for Applied Urban Research, Counselor, Advisor, and Director of International Programs; (4) appointments to job titles preceded by the designation "visiting"; and (5) appointments supported by funds other than the state-aided program budget. A Special Appointment will automatically expire in accordance with the time stated in the appointment to the position or in the written contract, and if no time is stated in the appointment to the position or in the written contract, the appointment may be terminated by either party giving the other at least 90 days written notice of the date of termination. For purposes of consideration for tenure, a Unit Member's service while holding a Special Appointment shall be considered to be full-time service only to the extent agreed to in writing by the Board or its designee and the Unit Member in advance of the effective starting date of the Special Appointment.

3.3.1.2 Appointments for A Specific Term:

a. Appointments for a Specific Term are commonly referred to as "tenure track" appointments. Appointments for a Specific Term shall be on the basis of either academic year or fiscal year, shall be for a term not to exceed three (3) years, and shall carry no presumption of renewal. If the administration decides not to reappoint the Unit Member holding an Appointment for a Specific Term, then written notice of nonrenewal shall be given to the Unit Member as follows: (1) a Unit Member whose first year on an Appointment for a Specific Term is in progress shall be notified of a decision of nonrenewal on or before the ninetieth (90th) day prior to the expiration date of his/her current appointment or (2) a Unit Member whose second or subsequent consecutive year on an Appointment for a Specific Term is in progress shall be notified of a decision of nonrenewal at least twelve (12) months prior to the expiration date of the appointment. Notice shall be

considered to have been given when sent by U.S. mail by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. When an Appointment for a Specific Term is extended for failure to provide notice in accordance with the foregoing procedures, such extension shall be at least for a period of time to allow full notice of nonrenewal which must be given in accordance with the notice procedures for nonrenewal of appointment for a Unit Member on an Appointment for a Specific Term.

b. When a Unit Member has been notified, in accordance with the provisions of this Agreement, that his/her appointment will not be renewed, the Unit Member shall have the right to request a reconsideration or file a grievance as provided under Section 4.8 of the Bylaws of the Board of Regents of the University of Nebraska (Revision of June 17, 1984); however, the substantive decision of the Administration not to renew the appointment shall constitute the final administrative judgment in the case and shall not give rise to a grievance under the terms of this Agreement, except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Administration.

3.3.1.3 Continuous Appointments:

a. A Continuous Appointment (tenure) shall apply only to a Primary Appointment. Once granted by the Board, a Continuous Appointment shall be automatically renewed from year to year thereafter unless the Unit Member is terminated for adequate cause; as a consequence of discontinuance of a program or department or financial exigency; or due to retirement for age or disability, or death.

b. The total period of full-time service on an Appointment for a Specific Term prior to the acquisition of a Continuous Appointment shall not exceed seven years, including all previous tenure-related full-time service with the rank of instructor or higher in all accredited institutions of higher education, unless a contrary agreement is specified in writing at the time the Unit Member is initially appointed to an Appointment for a Specific Term. For Unit Members with three or more years of previous tenure-related full-time service with the rank of instructor or higher at accredited institutions of higher education, such agreement will not normally extend the period of service on a faculty appointment for a Specific Term beyond four years before a Continuous Appointment is acquired, and in no case shall such agreement extend the period of service on an Appointment for a Specific Term at UNO beyond seven years before a Continuous Appointment is granted. Time spent on a Periodic Professional Leave shall be included in the period of service. A Continuous Appointment may be granted earlier, but not later, than the times specified above. A Unit Member on an Appointment for a Specific Term who is not granted a Continuous Appointment in accordance with the time

limits above, shall be given a notice of nonreappointment in accord with Section 3.3.1.2 For the purposes of this section, definitions of "tenure-related service" established by the separate colleges as of the date of the signing of this Agreement remain in effect during the life of this agreement.

3.3.2 Auxiliary Appointments

The following terms and conditions shall apply to Auxiliary Appointments:

(1) An Auxiliary Appointment shall carry no presumption of its continuation beyond any notification period hereinafter indicated.

(2) The Board may terminate an Auxiliary Appointment, provided that the Board shall notify the affected Unit Member in writing of its decision to so terminate at least ninety (90) days prior to the proposed date for termination of the Appointment.

(3) A Unit Member may resign an Auxiliary Appointment upon delivery to the Board or its designee of notice in writing of his/her intent to resign at least ninety (90) days prior to the effective date of such resignation.

3.3.2.1 Chairpersons:

Unit Members may be given Auxiliary Appointments as Department Chairpersons.

(1) Selection and Appointment: Departmental Chairpersons shall be appointed by the Board upon recommendation of the Dean of the College, after appropriate consultation with the faculty of the Department, and with concurrence by the Chancellor and the President.

(2) Appraisal and Review: Each college, after appropriate consultation with its constituent departments, shall establish criteria for evaluation of Chairpersons. The Dean of a college shall prepare and conduct an annual review of Chairpersons within that college. Evaluations of the Chairperson shall be solicited by the Dean from all Unit Members in each department. During the third year of appointment in the post and each third year thereafter each Chairperson shall be comprehensively evaluated for continuation by the cognizant Dean. The Dean shall ascertain whether the Chairperson continues to be acceptable to a majority of the Unit Members in the department. The Dean shall report the results of the comprehensive evaluation of the Chairperson to the department and shall consult with departmental Unit Members, as appropriate, concerning the continuation of the Chairperson in that position.

3.4 EVALUATION OF PERFORMANCE

Each administrative unit and subdivision thereof shall establish procedures for gathering relevant information from all sources, including student evaluations and peer judgments, as part of an annual review of Unit Member performance in relation to the standards established under Section 3.5.1. The individual Unit Member shall have the opportunity to submit materials deemed relevant as part of the review dossier. When appropriate, the judgment of others in the Unit Member's specialized field of competence may be included. A Unit Member shall have access to all material submitted for an evaluation and the opportunity to respond in writing. The results of the review shall be communicated to the Unit Member. Evaluations and records of performance in the annual reviews shall be considered in determining reappointment, promotion in rank, and award of Continuous Appointment.

3.5 REAPPOINTMENT, PROMOTION, AND GRANTING OF CONTINUOUS APPOINTMENT

3.5.1 Standards for Reappointment, Promotion, and Continuous Appointment:

University-wide, college, and departmental guidelines for reappointment, promotion, and awarding of Continuous Appointment which have been approved through established procedures shall remain in effect unless modified through these same procedures. A copy of applicable guidelines shall be provided to each new Unit Member upon appointment or upon becoming a Unit Member.

3.5.2 Procedures for Promotion and Granting Continuous Appointment:

When a Unit Member is being considered for promotion or Continuous Appointment, the following procedures shall apply:

(1) The responsible academic officer shall distribute to the Unit Member a written copy of the standards, criteria, and procedures to be followed in considering a Unit Member for promotion or award of Continuous Appointment.

(2) Each department and/or college committee shall receive the materials pertinent to the Unit Member under consideration at least forty-five (45) days in advance of the committee's deadline for rendering advice.

(3) The Unit Member under consideration shall have the right to review and supplement all materials used in the course of his/her review for promotion or award of Continuous Appointment.

(4) The department and/or college committee involved in the consultation procedure shall have the right to interview the Unit Member under consideration.

(5) No more than forty-five (45) days after the deadline for receiving the materials pertinent to the Unit Member under consideration the department and/or college committee shall communicate their advice in writing.

(6) No more than forty-five (45) days after the deadline for receiving the advice the Dean shall communicate his/her advice in writing to the Vice Chancellor, which shall be accompanied by the written advice of the department and/or college committee.

(7) The Board or its designee shall communicate in writing the substantive decision, in a timely manner, to the Unit Member under consideration, the appropriate department and/or college committee, the appropriate Dean, and the Vice Chancellor for Academic Affairs.

(8) The decision shall be final and binding; except that, in the case of denial of promotion or Continuous Appointment the initial decision may be either affirmed or revised as a result of resort to the procedures described under 3.3.1.2 above.

3.5.3 Procedures for Reappointment:

The consultative procedures described under 3.5.2 will also apply when a Unit Member is considered for Reappointment for a Specific Term. However, the time parameters prescribed under 3.5.2 shall not apply. Reappointments for a Specific Term shall be processed in a timely manner such that notice of nonrenewal of a Specific Term Appointment can be given consistent with the provisions of Section 3.3.1.2 above.

3.6 TERMINATION OF A PRIMARY APPOINTMENT: DEFINITION

For the purposes of this section, termination shall be defined as the abrogation by the Board of an appointment of a non-tenured Unit Member prior to the expiration date of his/her current Specific Term or Special Appointment or the abrogation by the Board of the Continuous Appointment of a tenured Unit Member. Termination shall not include nonrenewal of a Specific Term Appointment pursuant to Section 3.3.1.2 nor expiration of a Special Appointment pursuant to Section 3.3.1.1.

3.6.1 Termination for Adequate Cause:

a. If the Administration decides that adequate cause may exist to terminate a Unit Member's appointment, the Administration shall convene a Select Committee to render advice in the matter. The Select Committee will consist of two (2) Unit Members selected by UNO AAUP, two (2) Unit Members selected by the Administration, and one (1) Unit Member to be selected by the four (4) committee members and approved by the UNO AAUP and the Administration. No members of the Select Committee shall be members of the same

department or school as the Unit Member against whom charges are pending. The Select Committee shall render its advice to the Administration within thirty (30) days of its appointment, unless an extension not to exceed thirty (30) days is requested.

b. Upon receipt of the Select Committee's advice and recommendation, the Administration shall have an additional thirty (30) days to consider the matter and decide whether to proceed with termination. If the Administration decides to proceed with the termination, the Corporation Secretary shall notify the affected Unit Member in writing. Such formal notice shall state the reason, or reasons, for the proposed termination and shall advise the Unit Member of his/her right to request a hearing as hereinafter set forth.

c. If no hearing is requested by the Unit Member within twenty (20) days of his/her receipt of the notice of the right to have a hearing, the Board or its designee may proceed with the implementation of its decision to terminate the Unit Member's appointment.

3.6.1.1 Hearing Procedure:

a. Notice of Hearing: If a hearing is requested in writing, then the Corporation Secretary shall notify the Unit Member of the time and place of the hearing. Said hearing notice shall be in writing and shall be delivered to the Unit Member charged at least twenty (20) days prior to the scheduled date of the hearing. The notice will contain the following particulars:

(1) The specific charges, including dates, times, places, and persons involved in the alleged acts or omissions upon which the charges are based:

(2) A concise statement of the facts to be placed in evidence;

(3) The names of persons who will be called by the Administration to testify at the hearing; and

(4) Copies of any and all documents to be submitted at the hearing.

b. Unit Member's Response to the Notice of Hearing: No later than ten (10) days prior to the scheduled date of the hearing, the Unit Member charged shall deliver to the Corporation Secretary a written response to the charges that shall include the following:

(1) The names of persons who will be called by the Unit Member to testify at the hearing;

(2) Copies of any and all documents to be submitted at the hearing; and

(3) Whether or not the Unit Member desires an open hearing.

c. Conduct of Hearing: The Unit Member's request for an open hearing shall be honored. Otherwise, the Board or its designee shall conduct a closed hearing. The Unit Member charged will have the right of representation, at his/her cost, the right to a verbatim record of the hearing at cost of making a copy, and the right to assistance from the Administration in obtaining evidence or cooperation of witnesses. Testimony shall be taken under oath, and rules of evidence as followed by the District Courts of the State of Nebraska shall be applicable. Proceedings shall comply with the principles of law with respect to proceedings in the District Courts, and all counsel and parties shall be bound by such rules and standards of ethics and codes of trial conduct as are applied in the District Courts. The burden shall rest upon the Administration to establish adequate cause for termination by a preponderance of the evidence. The Administration shall have the responsibility of going forward with evidence. Witnesses and documents, in addition to those specified in the Corporation Secretary's formal notice and in the Unit Member's response, may be presented at the hearing; however, either party shall have the right to a continuance in the event of a valid surprise.

3.6.1.2 Board Decision:

The Board or its designee will render its decision for termination or retention after due consideration of the available evidence. If the decision is to terminate, the Board shall set forth the reasons in a written opinion which shall be made available to the Unit Member charged and to the UNO AAUP. The substantive decision of the Board or its designee shall constitute the final administrative judgment in the case and shall not give rise to a grievance hereunder; except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board or its designee.

3.6.1.3 Status of Unit Member Charged During Termination for Adequate Cause Procedure:

While the Termination for Adequate Cause Procedure is being carried out, the Unit Member charged will continue to be paid consistent with terms and conditions of his/her Primary Appointment. The Unit Member's duties and responsibilities may be suspended or modified at the discretion of the appropriate Dean.

3.6.1.4 Transmission of Notices:

For all purposes herein, notices shall be deemed served when they are sent by certified or registered mail, postage prepaid,

return receipt requested, and properly addressed to the Unit Member's current address on file with the University's Personnel Office.

3.6.2 Terminations as a Result of Discontinuance of a Program or Department:

In the event that the Administration proposes to discontinue a program or a department and such action would result in the termination of a Unit Member, such proposal shall be formally considered by the Board only after appropriate consultation. Appropriate consultation shall be as follows:

(1) The Administration shall notify the affected department and college, the UNO University Academic Planning Council, the UNO Graduate Council (if graduate instruction is offered by the department), and the UNO AAUP, in writing of the proposed discontinuance.

(2) The affected department and college, The Academic Planning Council, and the UNO Graduate Council shall have ninety (90) days to prepare and present their response; provided that notice of the proposed discontinuance was given prior to February 15 of the academic year. If notice of the proposed discontinuance is provided after February 15, the deadline for receipt of responses shall be one hundred-twenty (120) days after notification.

(3) In the preparation of their response, the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall review data they regard as relevant to their consideration, including information such as enrollment trends, program costs, research and service functions, etc. The Academic Planning Council and the UNO Graduate Council may forward requests for information to the affected department and college and the Administration.

(4) Upon completion, the responses of the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall be sent simultaneously to the Vice Chancellor and the UNO AAUP.

(5) Upon receipt of the responses or the expiration of the deadline indicated above, the Administration shall formulate its recommendation to the Board, accompanied by the formal reports received from the affected department and college, the Academic Planning Council, and the UNO Graduate Council. Copies of this formal recommendation and supporting documents shall be provided to the affected department and college, the Academic Planning Council, the UNO Graduate Council, and the UNO AAUP, at least thirty (30) days prior to the meeting at which the Board will consider the recommendation.

(6) The Board shall give due consideration to the reports and recommendations made by the affected department and college, the Academic Planning Council and the UNO Graduate Council.

(7) The decision of the Board will be communicated in writing and in a timely manner to the affected department and college and the UNO AAUP.

(8) The substantive decision by the Board to discontinue a department or program shall not be grievable under this Agreement, except that a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.1 Principles and Procedures for Unit Member Terminations:

Before any Unit Member is terminated as a result of a discontinuance decision by the Board in accordance with the above provisions, efforts shall be made to:

(1) Reassign the Unit Member to a suitable similar position within UNO at the same salary and rank,

(2) Transfer the Unit Member to a suitable but dissimilar position for which the Unit Member is qualified by reason of education or experience,

(3) Authorize a reduced load on a pro-rated salary basis without loss of tenure or fringe benefits permitted under this contract,

(4) Consider early retirement or "buy out" options,

(5) Consider retraining options under the Periodic Professional Leave Program, with the proviso that the six year eligibility requirement be suspended for this purpose.

3.6.2.2 Order of Termination:

Faculty shall be involuntarily terminated in the following order:

(1) Faculty of any classification who have already received notice that they will not be reemployed following the expiration of their current Primary Appointment.

(2) Part-time Faculty.

(3) Faculty on Special Appointment.

(4) Faculty on Specific Term Appointment.

(5) Faculty on Continuous Appointment.

The substantive decisions of the Board or Administration to terminate specific Unit Members, due to the discontinuance of a program or department, shall be final and binding and shall not be grievable under this Agreement, except that a grievance may be

pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.3 Notice of Termination:

The University shall give notice of termination as soon as possible, and shall make reasonable efforts to notify Unit Members on Continuous Appointments at least twelve (12) months prior to the effective date of termination. Notice shall be considered to have been given upon mailing by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. All letters of notice of termination as a result of discontinuance of a program or department shall advise the affected Unit Member of his/her recall rights under the terms of this contract and his/her responsibility to keep the Administration informed of his/her current address. A copy of all such notices shall be provided to the UNO AAUP at the time they are given to the affected Unit Member.

3.6.2.4 Recall of Terminated Unit Members:

Unit Members who have been terminated due to discontinuation of a department or program shall be eligible for recall to positions in the same department or program from which they were terminated in accordance with the following procedures:

(1) Only Unit Members who held Continuous Appointments or Appointments for a Specific Term when they were terminated shall be eligible for recall. (Although not specifically covered by other provisions in Section 3.6.2, Unit Members on an Appointment for a Specific Term who are notified of nonreappointment as a result of the discontinuance of a program or department shall be eligible for recall.)

(2) Unit Members with unexpired recall rights will be entitled to employment preference in the inverse order of their termination provided that the Unit Member is qualified by reason of expertise, education and experience to perform the teaching and other work responsibilities of the vacant position and provided further that the vacant position is in the Bargaining Unit.

(3) Recall rights shall expire two (2) years following the effective date of a Unit Member's termination from active employment.

(4) Recall will be effected by written notice, posted by registered mail addressed to the Unit Member's last known mailing address on file in the Office of the Vice Chancellor. Such notice will be postmarked at least sixty (60) days in advance of the effective date of the reinstatement. The recall notice will contain the effective date of the reinstatement, offer of salary, verification of rank and type of Primary Appointment to which the person is entitled, job title, and assigned duties for the position. The recall notice will

also include a copy of the approved Academic-Administrative Position Recruitment Authorization Request form for the vacant position.

(5) A Unit Member reinstated to employment through recall will retain the same rank and salary, and have the same type of Primary Appointment, that he/she held at the time of termination.

(6) Acceptance of the recall, if at all, shall be by written notice addressed to the Vice Chancellor, postmarked no later than fifteen (15) days after receipt of the original recall notice, and this acceptance must be signed and indicate acceptance of all terms and conditions of employment specified in the original recall notice.

(7) It shall be the responsibility of the Unit Member to keep the Administration informed of his/her current address and failure to notify the Administration of changes in address in a timely manner will void a person's recall rights.

(8) Failure to accept recall will void a person's recall rights.

(9) Recall rights extend only to Primary Appointments held at the time of termination.

3.6.2.5 Terminated Unit Members May Continue in Fringe Benefits Programs:

In the event that a Unit Member is terminated pursuant to Section 3.6.2, then the Unit Member, at the Unit Member's sole cost and expense, shall be eligible to continue to participate in the then-available medical, group life, and retirement coverages so long as the Unit Member shall continue to be eligible for recall in accord with the provisions of Section 3.6.2.4 of this Agreement. Such Unit Member shall be billed on a monthly prepaid basis for the cost of such coverage by the University.

3.6.3 Disability Termination:

At the expiration of an approved Disability Leave, the Unit Member shall return to work on a full-time basis, or on a part-time basis with proportionate reduction in compensation and University benefit contributions. In the event that a Unit Member fails to return to work, he/she may apply for Personal Leave. If no such application is made, or if personal leave is not granted, he/she shall be deemed to have separated from service as of the last day of the Disability Leave. If the Unit Member is unable to return to full-time service after twelve months of part-time service, he/she shall be deemed to have separated as of the last day of such part-time status. Faculty who are otherwise eligible under Section 2.1 and return to work from a Disability Leave on a part-time basis shall be considered Unit Members.

3.7 NON-DISCRIMINATION

a. The Board and the UNO AAUP agree that there shall be no discrimination against Unit Members because of race, creed, sex, age, national origin, physical handicap, political beliefs, marital status (whether with or without children), and UNO AAUP membership or lack thereof.

b. The Board and the UNO AAUP affirm their commitment to the principles involved in the areas of non-discrimination, equal employment opportunity, and affirmative action. The Board and the UNO AAUP recognize their responsibilities under Federal and other applicable laws relating to fair employment practices and do hereby agree that nothing in the agreement shall be construed to require or permit any acts of discrimination prohibited by such laws.

c. No grievance shall be filed under this provision concurrent with any consideration of the same grievance by any machinery internal to the University. However, a previous decision by another grievance procedure internal to this University shall not preclude filing of a grievance under this provision.

3.8 PERSONNEL FILES

Each Unit Member shall be informed in writing within one (1) month following (a) his/her date of hire or (b) the ratification of this Agreement, whichever is the earlier date, of the location of all official University of Nebraska files containing information or material bearing on his/her performance of duties while employed at the University. Except to the extent necessary to administer the terms of this Agreement, or as may be necessary to comply with state or Federal law, or with the written permission of the Unit Member, the Administration shall maintain the confidentiality of all Unit Members' personnel files. No Unit Member's personnel file shall contain any evaluation which cannot be attributed to an identifiable group or individual.

3.8.1 Unit Members' Right to Examine and Comment on Personnel Files:

Each Unit Member shall have the right to (a) review his/her personnel file during regular office hours and (b) attach a statement signed by the Unit Member to any material found in his/her personnel file. Within two (2) working days of the Unit Member's written request to the Dean of the appropriate college, the Administration shall provide the Unit Member with copies of any or all requested materials in his/her file, provided the Unit Member pays the cost of such photocopies.

3.9 LEAVES

3.9.1 Professional Leaves:

3.9.1.1 Periodic Professional Leave:

a. Subject to the availability of funds, the demonstrated benefit to the institution in terms of professional development, and the ability of the institution, its colleges and departments to maintain programs and program emphasis and to thereby achieve their mission and meet their enrollment demand, any Unit Member on Continuous Appointment who has completed six years of full-time service at UNO at any academic rank shall be eligible to apply for a Periodic Professional Leave, either for a full year at half pay and full benefits or for a half year at full pay and full benefits. Each six-year period of full-time service shall renew eligibility to apply for a Periodic Professional Leave.

b. Periodic Professional Leaves are to be taken only for professional development. An application which sets forth the length of the professional leave and its relationship to the Unit Member's professional development shall be prepared by the Unit Member and filed with the appropriate Dean. The application shall be reviewed by the Unit Member's department and subject to the approval of the appropriate Dean (in consultation with an elected faculty advisory group), the Vice Chancellor, the Chancellor, and the Board. Such leaves shall not be considered to be an entitlement or an automatic reward for years of service. The substantive decision of the Board or Administration to approve or disapprove applications for Periodic Professional Leave shall not be grievable under this Agreement.

c. The time period of the Periodic Professional Leave and its activities shall be considered service to UNO for all purposes. Based upon a written report submitted by a Unit Member on Periodic Professional Leave, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. No Unit Member on Periodic Professional Leave shall be required to contribute to the compensation of any substitute(s) to perform all or any part of that Unit Member's assigned workload.

d. The recipient of a Periodic Professional Leave agrees to resume his/her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year, and if he/she fails to do so in strict accordance with said agreement, agrees to reimburse the University for all pay received during the leave of absence, unless waived by the Board or its designee.

3.9.1.2 Faculty Assistance for Doctoral Study:

Unit Members who do not hold doctorates shall be eligible to participate in the Faculty Assistance for Doctoral Study program adopted by the Board of Regents on January 17, 1981.

3.9.1.3 Professional Leaves Without Pay:

a. Unit Members may request a Professional Leave of Absence without pay for reasons which include professional development, public service, or other valid, professional reasons.

b. A Unit Member may request such leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Vice Chancellor, and approval by the Board. Professional Leave Without Pay will be granted for a period not to exceed one (1) year. Extensions of Professional Leave Without Pay may be granted for up to one (1) additional year. While on Professional Leave Without Pay, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.

c. The time period of the Professional Leave Without Pay may be considered service to UNO, subject to the approval of the Dean and Vice Chancellor. If such time period is considered service to UNO, based upon a written report submitted by a Unit Member on Professional Leave Without Pay, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. If such time is not considered service to UNO, upon return to full-time service at UNO, the Unit Member shall receive the salary received at the time the leave was granted. In the event the Unit Member fails to return on the date specified, he/she shall be considered separated as of the last day of such leave.

3.9.2 Personal Leave:

a. A Unit Member may request a Personal Leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Vice Chancellor, and approval by the Board. Personal Leave will be granted for a period not to exceed one (1) year. Extensions of Personal Leave may be granted for up to one (1) additional year. While on Personal Leave, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.

b. The time period of the Personal Leave shall not be considered service to UNO for any purpose, including salary determination. In the event the Unit Member fails to return on the date specified, he/she shall be considered separated as of the last day of such leave.

3.9.3 Disability Leave:

Eligibility for Disability Leave will be restricted to only those Unit Members who have been employed by the Board for more than twelve (12) consecutive months on a 1.00 FTE basis.

3.9.3.1 Disability Defined:

The term "Disability," as used in this section, refers to a condition whereby a Unit Member must be absent from his/her assigned duties for a period greater than five (5) consecutive Working Days and up to a maximum of six (6) consecutive months, due to any of the following:

(1) Accident;

(2) Pregnancy or the complications of pregnancy or childbirth;

(3) Exposure to contagious disease requiring quarantine; and/or

(4) Other illness or disability.

3.9.3.2 Physician's Certification of Disability:

To make application for Disability Leave, the Unit Member must present to the Dean a licensed physician's statement that certifies:

(1) The nature of the disability;

(2) The physician's opinion that the Unit Member's continued performance of his/her regularly-assigned duties would be injurious to himself/herself or others; and

(3) The expected duration of the disability, which must involve more than five (5) consecutive Working Days;

(4) The University may require updated medical information at reasonable intervals.

3.9.3.3 Application for Disability Leave:

Upon receipt of a physician's certification of long-term disability, the Dean will arrange for the disabled Unit Member's duties to be taken over by replacement personnel. The Dean will then

notify the disabled Unit Member of the effective date of his/her Long-Term Disability Leave.

3.9.3.4 Salary Entitlements of Unit Members While on Disability Leave:

Unit Members on Long-Term Disability Leave shall be entitled to receive salary modified as follows:

(1) The salary rate while on Long-Term Disability Leave will be the rate at which the Unit Member was paid for the Primary Appointment on the effective day of the leave.

(2) Total salary paid to a Unit Member during the entire time of the Long-Term Disability Leave shall not exceed the equivalent of six (6) months salary and shall be reduced by any amounts the Unit Member received through Worker's Compensation or other government-sponsored insurance program.

(3) A Unit Member shall not receive any salary for the same period in which he/she receives benefits under the provisions of Mutual of Omaha long-term disability income protection policy number GMT1877, or successor coverage.

3.9.4 Administrative Leave With Pay:

Administrative Leave may be granted, in the sole discretion of the Board or its designee, in the event of inclement weather or any other conditions that might affect the normal conduct of some or all University operations. Administrative Leave, if and when granted, will be granted to such Unit Members, and for such lengths of time, as may be declared by the Board or its designee.

3.9.5 Vacation Leave:

Unit Members whose term of Primary Appointment is on a Fiscal Year basis shall be entitled to Vacation Leave consistent with the following conditions:

(1) Vacation Leave shall be earned at the rate of two (2) Working Days for each full month of service and shall accrue on a calendar year basis.

(2) Vacation Leave may be taken by a Unit Member provided that application is made as directed by the Administration and further provided such application is approved by the Dean.

(3) The Board reserves the right to direct that Unit Members use up to a maximum of five (5) Vacation Days each calendar year at times specified by the Board.

(4) A Unit Member's Vacation Leave account will be debited, while he/she is on Vacation Leave, for only those days that are scheduled Working Days for that Unit Member.

(5) Vacation leave earned, but not used, during a calendar year may be carried over into the next calendar year, but the amount of accrued Vacation Leave carried over into any succeeding calendar year shall not normally exceed twenty-four Working Days. If, however, a Unit Member's accumulated Vacation Leave should exceed the maximum of 24 Working Days and it can be shown that the excess is attributable to written denial or other adjustments in timing of a vacation made at the request and for the convenience of the Administration and no reasonable opportunity existed to reschedule such excess Vacation Leave, no person shall be deprived of those days in excess of 24 Working Days provided he/she arranges to take Vacation Leave as soon as practicable, but in any case no later than March 31 of the next following calendar year.

(6) Upon the termination of employment with the University of Nebraska, a Unit Member is entitled to compensation for accrued **Vacation Leave**, not to exceed the amount carried over from the preceding year plus the amount earned in the current year, at his/her salary rate in effect upon the last day of employment.

ARTICLE 4

SALARY AND FRINGE BENEFITS

4.1 SALARY INCREASES FOR 1985-86

4.1.1 Eligibility:

The provisions of this section will apply to all faculty who were Unit Members on April 8, 1985, and whose appointment status during the Fall semester 1985-86 and on the date of the ratification of this contract fits the Unit Determination section of this contract.

4.1.2 Total Salary Increase Pool:

The total dollars to be distributed for salary increases for 1985-86 shall be $340,295.

4.1.3 Effective Date of Salary Increase:

All increases determined under this section shall be effective retroactively to July 1, 1985 for full-year Unit Members and August 19, 1985, for academic-year Unit Members. Payment for the retroactive amount for July 1, 1985 to February 28, 1986 or September 1, 1985 to February 28, 1986 shall be made on March 31, 1986. Effective with the March 1986 payroll, the monthly salary will reflect the increased rate.

4.1.4 Promotion Increases:

All eligible Unit Members who received a promotion in faculty rank effective either July 1, 1985, or August 19, 1985, shall receive the following promotion increase:

Promotion to Professor	$800
Promotion to Associate Professor	$600
Promotion to Assistant Professor	$400

4.1.5 Salary Increase for Satisfactory Performance:

$194,413 shall be distributed to all eligible Unit Members whose performance for 1984-85 has been judged satisfactory as a result of the formal performance reviews conducted in April-May, 1985. The total dollars available for such increases shall be distributed among the eligible Unit Members, with each Unit Member receiving an equal percentage increase.

4.1.6 Salary Increase, Special Salary Adjustment Fund:

$65,783 shall be identified as a Special Salary Adjustment Fund which shall be distributed by the Vice Chancellor. Distribution of the fund shall be in accordance with a method to be developed jointly by the Administration and the UNO AAUP. Individual Unit Members shall be notified of any recommended increases and the UNO AAUP shall be provided with a list of such increases. Salary increases granted by the utilization of the method agreed upon shall not be grievable under this agreement.

4.1.7 Salary Increase for Exceptional Performance:

$65,099 shall be distributed to the colleges for allocation to Unit Members based upon performance. The dollars distributed to each college shall be proportional to the salary base of Unit Members as of April 8, 1985. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October, 1982, as reflected to the procedure distributed to all Unit Members on October 12, 1982.

4.1.8 Summer Compensation:

Summer appointments which provide compensation in addition to base salary for primary appointments may be offered to Unit Members who are appointed for an academic-year term. The total compensation for such appointments during any summer period may not exceed one-third of the prior academic year's base salary.

The salary rate for summer sessions instruction will be three (3%) percent of the just-completed academic year's salary for each workload hour of instruction assigned. Workload equivalencies for instruction are defined in the document established pursuant to Section 3.1.3.1 of this Agreement. The salary stipend for summer sessions teaching will be included in the Unit Member's fringe benefit base.

4.1.9 Overloads:

There shall be no change in the payment for overload assignments during the term of this Agreement.

4.2 FRINGE BENEFITS

Each Unit Member shall be eligible to participate in the Universitywide Fringe Benefit Program such as Retirement and Early/Partial Retirement, Long Term Disability Insurance, Group Life/Accidental Death and Dismemberment Insurance, Optional Group Life Insurance and, Group Medical Insurance (or Health Maintenance Organization participation), and Group Dental Insurance and as such

will be provided with the coverages and University contributions associated with such participation.

4.2.1 Employee-Spouse Scholarships:

The Board agrees to continue, and make available to Unit Members the program of Employee-Spouse Scholarships that was in effect on June 30, 1983.

4.2.2 Non-Academic Facilities and Services:

To the extent such facilities are available, the Board agrees to continue to make available to Unit Members, on the same basis as for all other full-time University employees, access and/or admission to University non-academic facilities, services, intercollegiate athletic events, and fine arts programs under the same policies that were in effect on June 30, 1983. Emeriti faculty shall have the same right to University non-academic facilities and services as Unit Members.

4.2.3 Board's Right to Modify Premiums, Fees, and Charges:

After appropriate notification and consultation, the Board or its designee shall have the right to modify plan design, coverage, premiums, fees, and charges to Unit Members for any and all programs provided under this Article, so long as such modifications are extended to the Unit Members on the same basis as to all other University full-time employees.

4.2.4 Liability Protection:

As provided in state statute Unit Members are insured against liability or suits growing out of their duties related to employment at the University. Such insurance shall include coverage against libel and slander. Liability coverage shall be in an amount of no less than $1,000,000 per person per incident.

ARTICLE 5

CONTRACT MANAGEMENT/RELATED PROVISIONS

5.1 RATIFICATION AND RENEGOTIATION

This Agreement shall go into effect on the date signed by designated representatives of the Parties thereto (Board and UNO AAUP). The Agreement is first subject to ratification by those members of the Bargaining Unit who are members of the UNO AAUP, and then by the Board. The Agreement shall remain in full force and effect to and including June 30, 1986. It shall automatically renew itself from year to year thereafter, incorporating terms and conditions enumerated herein, until such time as a new Agreement is ratified by the Board and the membership of UNO AAUP. Either UNO AAUP or the Board may give written notice to the other Party no later than May 1, 1986 of its desire to begin negotiating a successor Agreement. Upon receipt of such notice, the Parties shall meet at a time and place mutually agreed upon, but in no case more than twenty (20) working days after receipt of such notification. Unless altered by mutual consent, negotiation shall be limited to such matters as are specifically enumerated in the original written notice, and in the written response. The portions of this Agreement not specifically enumerated for negotiation shall be incorporated intact into the successor Agreement. The expiration of this Agreement shall not affect grievances or other matters initiated under its terms, even though they are not completed prior to the expiration of the Agreement.

5.2 MEET AND CONFER

Subject to the other Sections of this Agreement, representatives of the Board and the UNO AAUP shall confer at such times as may be mutually agreeable to both Parties to discuss the administration of this Agreement and/or problems of mutual concern. These meetings shall be held in Omaha, Nebraska, at monthly intervals. A mutually acceptable written agenda shall be established at least five(5) days prior to each meeting.

5.3 PRINTING OF THE AGREEMENT

The Board and the UNO AAUP agree to share equally the cost of printing this Agreement, which will be printed by a mutually acceptable agent. The Board shall distribute one (1) copy to each Unit Member and one (1) copy to each new Unit Member. The Board and the UNO AAUP shall each have fifty (50) copies for their respective use.

5.4 MINIMUM TERMS

This Agreement specifies minimum terms and conditions of employment, and terms less favorable shall not be accepted by any Unit Member unless UNO AAUP and that Unit Member both agree to these terms.

5.5 INTEREST SUCCESSION

The terms and conditions of this Agreement are binding upon all Parties and their successors.

5.6 UNO AAUP OPERATIONS

5.6.1 Information:

Unless such information is requested less frequently, the Office of the Vice Chancellor for Academic Affairs will provide to the Secretary of the UNO AAUP by the tenth day of each month the two following lists:

5.6.1.1 Roster of Actively Employed Unit Members:

This will contain, for each Unit Member currently subject to this Agreement, the following data:

Name
Academic Rank
Years in Rank
Primary Appointment Job Title
Primary Appointment Salary
Primary Appointment Department or School
Primary Appointment Type
Effective Date of Current Primary Appointment
Expiration Date of Current Primary Appointment
Current Auxiliary Appointment(s) Job Title(s)
Current Auxiliary Appointment(s) Departments or Schools
Current Auxiliary Appointment(s) Full-time Equivalency(ies)
Current Auxiliary Appointment(s) Salary(ies)
Sex
EEO Racial/Ethnic Categories

5.6.1.2 Recall Roster:

This will contain, for each person with recall rights as provided for in Section 3.6.2, the following data:

Name/Date of Termination
Type of Appointment at Termination/Salary at Termination
Academic Rank at Termination and Years in Rank
Job Title at Termination
Department or School at Termination
EEO Racial/Ethnic Categories/Sex
Years of Service at UNO

5.6.1.3 Other Information:

The Administration shall supply the UNO AAUP with a copy of the executive summary of the annual budget request when it is distributed to the Board. In addition, the Administration shall provide the UNO AAUP with the final budget request document when it is provided to the Statehouse. The Administration shall provide the UNO AAUP with a complete set of the annual operating budget documents at the time these are distributed to the Board.

5.6.1.4 Summary, Benefits Enrollment Data:

On a quarterly basis the Administration will provide a summary of the enrollment of Unit Members in the fringe benefit programs enumerated in Section 4.2.

5.6.1.5 UNO AAUP Pays the Cost of Providing Information in Computerized Form:

The UNO AAUP will reimburse the University the actual cost of providing it information in computerized form.

5.6.2 Contract Administration Time:

The Administration shall permit the UNO AAUP to purchase up to twelve credit hours of instruction per semester from instructional units. The purchased instructional time shall be utilized to enable officers and representatives of the UNO AAUP to be released from assigned duties for contract related activities. Affected instructional units shall be compensated at the rate of $1100 for each three semester credit hours. No UNO AAUP officer or representative shall be released from more than one course of assigned instructional duties per semester or for more than two consecutive academic years under this provision.

5.6.3 UNO AAUP, University Services:

The Board agrees that the UNO AAUP shall have the right to the following campus services and facilities:

Listing of the off-campus telephone number of the UNO AAUP in campus and city directories.

Use of facilities and services of the Milo Bail Student Center on the same basis as the Faculty Senate. This shall not preclude the use of meeting rooms outside the Milo Bail Student Center when scheduled through appropriate procedures.

Use of campus mail service within existing University policy, provided that items to be distributed are addressed to individuals or departments and are identified as originating with the UNO AAUP.

5.6.4 Dues Deduction:

a. The Board, or its designee, agrees to deduct UNO AAUP membership dues from the pay of those faculty members who are in the bargaining unit and who individually and voluntarily make such a written request provided that at least one hundred (100) unit members request such dues deduction by rendering and filing a duly signed Check-Off Authorization Form. The amount of such deduction shall be established by the UNO AAUP and shall be certified in writing by the Treasurer of the UNO AAUP to the Administration.

b. Unless otherwise mutually agreed upon by the parties, the procedure for payroll dues deduction shall be as follows:

(1) Provided UNO AAUP Authorization Forms are received by the Administration by the 12th calendar day of the month, deductions shall be effective that month. In the case of Authorization Forms received by the Administration after the 12th calendar day, deductions shall be effective the following month.

(2) The dues deducted shall normally be remitted by the Administration to the Treasurer of the UNO AAUP within fourteen (14) days following the end of each pay period. Accompanying each remittance shall be a list of the Unit Members from whose salaries such deductions were made, and amounts deducted. The Treasurer of the UNO AAUP will be notified immediately and in writing in the event the Administration is unable to meet the 14-day notification period. In no event shall the time period for remmittance of dues deductions be more than 30 days.

c. The Administration shall not be responsible for making any deductions for dues if a Unit Member's pay within any pay period after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law or Board Policy, is less than the amount of authorized UNO AAUP dues deductions. In such an event it will be the responsibility of the UNO AAUP to collect its dues for that pay period from the Unit Member.

d. The Administration's responsibility for deducting dues from a Unit Member's salary shall terminate automatically upon either: (1) thirty (30) days written notice from the Unit Member to the Board, revoking that Unit Member's prior Check-Off Authorization Form; or (2) cessation of the authorizing Unit Member's employment; or (3)

the transfer or promotion of the authorizing Unit Member out of the Bargaining Unit; or (4) the legally effective decertification of the UNO AAUP; or (5) the expiration of this Agreement, provided ninety (90) days notice of cessation of dues deduction is given to the UNO AAUP by the Administration.

e. The UNO AAUP shall indemnify, defend, and hold harmless the Board and its employees from any and all liability, costs and expenses (including attorney's fees) arising as a result of the deduction of UNO AAUP dues or any other action taken or omitted by the Board or its employees in complying with this Section. The UNO AAUP assumes full and sole responsibility for all monies deducted pursuant to this Section upon remittance to the UNO AAUP Treasurer, and, after verification, the UNO AAUP shall promptly refund to the Administration any funds received pursuant to this Section which are in excess on the amount of dues which the Board has agreed to deduct.

f. The Board will not deduct from the pay of any Unit Member any sum for remittance to the UNO AAUP other than authorized membership dues as described in this Agreement.

5.7 GRIEVANCE PROCEDURES

Both Parties agree that all disputes should be resolved whenever possible before the filing of a grievance, and the Parties further encourage open communication between Administrators and Unit Members so that resort to the formal grievance procedure will not normally be necessary. The Parties also encourage the informal resolution of disputes whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of the grievance procedure is to provide a prompt and efficient means for the investigation and resolution of grievances. The grievance procedure hereinafter set forth shall be the sole and exclusive method for resolving the grievances of Unit Members, or the UNO AAUP, concerning the administration of this Agreement.

5.7.1 Effect of Resort to Other Procedures:

If, prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum, whether administrative or judicial, (unless official deadlines relating to such administrative or judicial procedures require such earlier filing to protect the individual's rights) the Board shall be freed from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure.

5.7.2 Preliminary Procedures:

Any Unit Member may represent his/her dispute to the appropriate Administrator with or without a UNO AAUP representative present. Similarly, representatives of UNO AAUP may informally present and discuss a dispute on behalf of any Unit Member, or group of Unit Members, with the Vice Chancellor or his/her designee. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar disputes.

5.7.3 Definitions:

a. "Grievance": The term "grievance" shall mean a dispute concerning the interpretation and/or application of a specific term or provision of this Agreement, and filed in accordance with the terms of this section.

b. "Grievant": A Unit Member, or group of Unit Members, or the UNO AAUP, when they have filed a grievance in accordance with the terms of this Section.

5.7.4 Representation:

The UNO AAUP shall have the right to represent any Unit Member in grievances filed hereunder, provided Unit Members may represent themselves or be represented by legal counsel at their own expense. If a Unit Member elects not to seek representation by the UNO AAUP, the Vice Chancellor shall inform the UNO AAUP in writing of the grievance. Further, the UNO AAUP shall be provided with a written statement of the resolution of any grievance filed under this Section.

5.7.5 Grievance Forms:

All grievances must be submitted on the standardized forms which are appended to this Agreement.

5.7.6 Formal Grievance Procedures:

5.7.6.1 Step 1:

All grievances shall be filed with the Vice Chancellor and the appropriate Dean within twenty-eight (28) calendar days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known, of such act or omission if the date is later. The formal processing of the grievance shall be delayed for a period of up to fourteen (14) calendar days during which period efforts to informally resolve the

grievance shall be made. Upon written request by either Party to the other, an additional twenty-one (21) calendar day extension may be granted by mutual consent. The Vice Chancellor or his/her designee, in consultation with the appropriate Dean, shall, during such delay and postponement period, investigate the grievance and meet with the grievant and the UNO AAUP representative, if appropriate. If such meeting results in resolution of the grievance, a written report reflecting such decision shall be signed by the parties and distributed to same. If the delay or postponement period, or any extension thereof, expires without the grievance being informally resolved to the grievant's satisfaction, the Vice Chancellor shall submit the grievance to his/her Grievance Advisory Committee. This Committee shall consist of three (3) Unit Members chosen by the UNO AAUP, none of whom is a member of the grievant's department, and three (3) administrators, none of whom has line authority over the grievant. The Committee shall issue its recommendation to the Vice Chancellor in writing within twenty-one (21) calendar days after the Vice Chancellor requests its advice. The Vice Chancellor shall issue a written decision, stating the reasons therefor, within seven (7) calendar days following the receipt of the recommendation of the Grievance Advisory Committee. In the event that the decision at Step 1 refers to documents, copies of such documents shall be attached to the decision. The Vice Chancellor's response and recommendation shall not be an act or omission giving rise to a grievance under this procedure.

5.7.6.2 Step 2:

The grievant and/or the UNO AAUP shall have seven (7) calendar days from receipt of the Vice Chancellor's decision to appeal that decision to the Board of Regents or its designee. The Board or its designee and the grievant and/or the UNO AAUP shall schedule a conference at Regents Hall in Lincoln, Nebraska, no sooner than fourteen (14) calendar days, and no later than thirty (30) calendar days, following receipt of the request for review. The Board or its designee shall issue a written decision stating the reasons therefor within thirty (30) calendar days following the conclusion of the review conference.

5.7.7 Arbitration:

If a grievance is not resolved to the grievant's satisfaction through the Step 2 decision, the Board and the UNO AAUP may, following issuance of the Step 2 decision, agree in lieu of other legal process to submit the dispute to binding arbitration and, if agreed to, shall mutually select an arbitrator, or arbitrators, competent in matters peculiar to institutions of higher education and, if appropriate, to a particular discipline or issue of academic process. Should the Parties be unable to agree on an arbitrator, or arbitrators, within fourteen (14) calendar days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its Labor Panel in accordance with its Voluntary

Rules of Labor Arbitration. The cost of arbitration shall be shared equally by the Board and the UNO AAUP. Such costs shall be limited to the arbitrator's fees and expenses, and charges by the American Arbitration Association. Absent the consent of both Parties following the Step 2 decision of the Board, the dispute shall not be subject to arbitration.

5.7.8 Resolution of Grievances Cannot Violate the Agreement:

No resolution of a grievance shall be in any way inconsistent with the terms of this Agreement.

5.7.9 Appearances of a Unit Member in the Grievance Procedure:

When a Unit Member participates in a grievance conference, meeting, or hearing, the Unit Member's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

5.7.10 Extension of Time Limits:

All time limits contained in this section may be extended by mutual agreement of the Parties involved directly in the particular step in the grievance procedure; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the Vice Chancellor and the UNO AAUP.

5.7.11 Notification:

All grievances, requests for review, notices, and decisions shall be transmitted by certified or registered mail, postage prepaid and return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of posting shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

5.7.12 Grievance Precedents:

No resolution of a grievance in which UNO AAUP did not represent the grievant shall constitute a precedent. No complaint informally resolved shall constitute a precedent for any purpose.

5.8 SEPARABILITY

In the event that any provision of this Agreement, or any part thereof, is for any reason found by a court of competent jurisdiction

to be in violation of State or Federal Constitutions, statutes, or regulations, the remainder of this Agreement, and each other provision or part thereof, shall remain in full force and effect.

5.9 MANAGEMENT RIGHTS

Except as provided in this Agreement, the Board reserves unto itself all of the rights, powers, authority, discretion and prerogatives vested in it, under the laws and the constitution of the State of Nebraska whether exercised or not, and nothing herein shall be construed in any manner as constituting a delegation or waiver of any such rights, power, authority, discretion or prerogatives as are lawfully vested in the Board or its designee.

5.10 NO STRIKE, NO LOCKOUT

The Board and the UNO AAUP agree that neither the Board nor the UNO AAUP nor any employee in the Bargaining Unit will hinder, delay, limit or suspend the continuity or efficiency of any University service by strike, slowdown, lockout, or other work stoppage; coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, lockout, or other work stoppage; or aid or assist any such strike, slowdown, lockout, or other work stoppage by giving direction or guidance in the conduct of any such strike, slowdown, lockout, or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of strike, unemployment or other benefits to those participating therein.

5.11 NO WAIVER

The UNO AAUP does not waive its rights to negotiate in a subsequent contract matters discussed in negotiations which led to this Agreement and which are not specifically included in this Agreement.

University of Nebraska at Omaha
GRIEVANCE FORM - AAUP BARGAINING UNIT

Filing of Grievance

Name: _____ Date: _____

College: _____

Department: _____

Address to which mailings pertaining to this grievance shall be sent:

_____

_____

Provision(s) of Agreement violated: Article(s) _____ Section(s)_____

Statement of grievance (include date of acts or omissions complained of):

_____

_____

_____

_____

Remedy sought: _____

_____

_____

I will be represented in this grievance by: (check one)

UNOAAUP _____ Legal Counsel _____ I will represent myself _____

I (do) _____ (do not) _____ want a postponement for up to 21 days to seek informal resolution of this grievance.

I understand that the Board shall be freed from the obligation to entertain or proceed further with this grievance if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding (Agreement, Section 5.7.1).

_____
Signature of Grievant

University of Nebraska at Omaha
GRIEVANCE FORM - AAUP BARGAINING UNIT

Request for Review of Step 1 Decision

Date: _____

I hereby request that the Board of Regents or its designee review the attached decision made in connection with the attached grievance because: _____

_____

_____

_____

_____

_____

I received the decision on _____, and filed this request for review with the Corporation Secretary of the Board of Regents on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

_____
Signature of Grievant